

COUNTY MUTUAL AID AGREEMENT FOR CBRNE/HAZMAT INCIDENTS

This agreement is provided as guidance to counties that wish to enter into an intra-state mutual aid scheme to receive or provide chemical, biological, radiological, nuclear or explosive (CBRNE) emergency response services in the event of a catastrophic incident or multiple, simultaneous incidents that overwhelm a county's ability to respond on its own.

Why is an intra-state county mutual aid agreement needed?

- Creates a system of intra-state mutual aid among county CBRNE programs
- Addresses liability concerns
- Minimizes over reliance on certain CBRNE teams
- Promotes coordination, consistency and predictability in CBRNE responses
- This agreement will become part of the State and county emergency operations (EOP) plans, and will be required under each county's EOP Hazmat Annex.
- Provides a mechanism to coordinate cost recovery for all responding agencies so one bill is issued by the host county for CBRNE response to the responsible party.

What this mutual aid agreement will not do:

- It will not supplant existing teams or agreements
- It will not force a county to send responders out of county if it jeopardizes critical response needs

What should be considered when a county wishes to enter into this agreement?

The county governing body should consider adoption of a county cost recovery ordinance (a sample ordinance is posted at www.nj.gov/dep/enforcement/olem.html) if the county will seek cost recovery on behalf of all CBRNE teams that respond to the incident.

If the county CBRNE program relies upon one or more local teams as part of the county's mutual aid strategy, the local teams should approve participation in the county mutual aid agreement, which can be accomplished through either a resolution from each team or in a new Uniform Shared Services agreement (AKA Interlocal Services Agreement). A sample Uniformed Shared Services agreement is posted at www.nj.gov/dep/enforcement/olem.html

Each county governing body that signs this Agreement must send a copy to:

NJDEP-Office of Local Environmental Management
P.O. Box 422
401 East State Street
Trenton, New Jersey 08625-0422

NJSP-Office of Emergency Management
P.O. Box 7068
Trenton, New Jersey 08628-7068

**Intra-state Mutual Aid Agreement
County Emergency Response Program
For CBRNE/Hazardous Materials Incidents**

This Agreement, has been made this _____ day of _____, 2007, between all 21 county governing bodies in the State of New Jersey for the purposes of establishing a single, intra-state mutual aid document to coordinate comprehensive CBRNE (chemical, biological, radiological, nuclear, and explosive)/hazardous materials (Hazmat) emergency response services and to establish that all CBRNE response programs will utilize the Unified Command Structure within the National Incident Management System (NIMS). This Agreement is needed to address a single large-scale CBRNE or Hazmat incident or multiple, simultaneous incidents that may occur within a county overwhelming that county's emergency CBRNE response capabilities. This agreement is not intended to supplant any existing CBRNE teams or a county's capability to respond to CBRNE/Hazmat incidents if it jeopardizes an existing critical response need.

WITNESSETH:

WHEREAS: Pursuant to N.J.S.A. 26:3A2-21 et seq., all Counties in the State of New Jersey, through their respective County Agencies certified pursuant to the County Environmental Health Act (CEHA), N.J.S.A. 26:3A2-21 et seq., provide CBRNE/Hazmat emergency response services within the municipalities of their respective county-wide response jurisdictions; and

WHEREAS: All counties in the State of New Jersey, through their county governing body named below desire to formalize an intra-state CBRNE/Hazmat emergency response agreement, upon reciprocal terms, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. adopted April 3, 2007, P.L. 2007, c. 63 and effective November 1, 2007; and

WHEREAS: This intra-state CBRNE/Hazmat Emergency Response Mutual Aid Agreement shall be in addition to, and shall not conflict with hazardous materials emergency response mutual aid in a declared state of emergency as covered in the New Jersey Civil Defense Act, N.J.S.A. 9-33 et seq. and

shall supplement each county's Emergency Operations Plan, Hazardous Materials Annex and made a part thereof; and

WHEREAS: Within the respective county, there exists CBRNE/Hazmat Emergency Response program(s) whose function, inter alia, is to respond to and address incidents which result in the discharge or release of hazardous materials into the environment, including CBRNE incidents; and

WHEREAS: A large scale, prolonged, or significant CBRNE/Hazmat incident may exceed the manpower and resources of a county in which the incident occurred, or multiple, simultaneous incidents may occur that exceed a county's resources and/or any inter-county mutual aid agreements that already exist; and

WHEREAS: The county in which such an incident has occurred must coordinate additional emergency response resources as may be required to contain and control the emergency event and also provide back-up coverage within the impacted county should another CBRNE/Hazmat incident occur; and

WHEREAS: During such periods of activation, the county CBRNE emergency response program in which the incident has occurred shall retain all command and control functions, and will coordinate with the State Office of Emergency Management. Said program shall utilize the Unified Command Structure within the National Incident Management System (NIMS) when working with out-of-county CBRNE/Hazmat emergency response agencies responding to the identified mutual aid incident; and

WHEREAS: Each of the counties that have entered into this Agreement will provide the county requesting such mutual aid with available staff that includes Hazmat technicians, appropriately equipped vehicles, analytical instrumentation, spill and discharge containment resources, and mass/gross decontamination operational materials; and

WHEREAS: The Counties named below are desirous of authorizing their CBRNE/Hazmat response personnel and equipment to provide assistance to other counties through this Intra-state CBRNE/Hazmat Emergency Response Mutual Aid Agreement in accordance with approved State and County Emergency Operations Plan; with the NJDEP Technical Requirements for Site Remediation,

N.J.A.C. 7:26E; applicable PEOSH requirements; and the February 2003 "Hazmat Emergency Response Teams Standards for Operations and Training" New Jersey State Police guidance document.

NOW THEREFORE, in consideration of the mutual aid promised between the parties hereto and contained therein, all 21 Counties in the State of New Jersey, do mutually agree as follows:

1. All 21 counties named within this intra-state CBRNE/Hazmat Materials Emergency Response Mutual Aid Agreement shall provide comprehensive CBRNE/Hazmat emergency response services mutual aid necessitated by a large-scale and/or multiple CBRNE/Hazmat incidents.
2. When a large-scale and/or multiple CBRNE/Hazmat incidents occur and warrant the implementation of this Agreement, the Emergency Management Coordinator of the county in which the incident has occurred (the "Requesting Coordinator" or "Requestor") will initiate the request to any/all other county Office of Emergency Management Coordinator(s), (the "Responding Coordinator"). The Requesting Coordinator shall describe the nature of the emergency; what resources and/or personnel are necessary; provide an estimate on the duration of needs; explain why the requesting county is unable to meet these needs internally; and request one of the following actions: (a) Respond to the incident; (b) Stand-by at their point of operations for subsequent response; or (c) Stand-by at a location specified by the Requesting Coordinator until directed to respond to the existing or subsequent CBRNE/Hazmat incidents.
3. The Responding Coordinator will inform the Requestor whether the resources and/or personnel are available without compromising the needs of the Responding Coordinator's primary jurisdiction.
4. The Responding Coordinator may decline to provide assistance should the request jeopardize the critical needs of the Responding Coordinator's primary jurisdiction. A declination in this instance shall not constitute a breach of this Agreement.

5. Upon notification, through established communications protocols, any other requested CBRNE/Hazmat agencies shall take action as stipulated in 2. above and shall fall under the direction and control of the County Office of Emergency Management in which the emergency incident has occurred and within the established Incident Command System structure. The responding agency will maintain the final decision on personnel overtime or, for multiple incident situations, where that agency's personnel will be sent. In addition, all coordination shall be through the existing State OEM Coordinator when there are two or more counties involved in a CBRNE/Hazmat incident response.
6. All responding CBRNE/Hazmat agencies will provide available staff that include certified Hazardous Materials Technicians (or equivalent) and provide such services to supplement ongoing emergency response operations consistent with their training.
7. All CBRNE/Hazmat agencies will provide appropriate vehicles, equipment, and decontamination modalities, as may be requested and available in support of emergency operations.
8. The Requestor or his designee shall be the lead on any bill back and cost recovery operations related to this emergency mutual aid coverage, as permitted under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and the County Environmental Health Act (CEHA), N.J.S.A. 26:3A2-21 et seq.;
9. All CBRNE/Hazmat agencies shall cooperate with each other in any Civil Administrative actions which may be instituted;
10. At all times, the participating CBRNE/Hazmat agencies shall hold each other harmless from any and all damages, or claims for damages, to persons or property which may result from the acts, failure to act, or willful misconduct of their respective employees, agents, or instrumentality's in carrying out the assigned duties under this agreement. The hold harmless protections will not apply where the damages and/or injuries result from

documented cases of gross negligence of the agency under whose direction the assigned duties were performed;

11. This Agreement becomes effective upon signature of two or more county governing bodies and remains valid until either all counties have withdrawn from this Agreement or if this Agreement is superseded;
12. Any party may terminate this agreement by providing at least thirty (30) days written notice to each of the remaining parties to this agreement; and
13. This agreement may not be modified except through a written amendment approved by the respective governing bodies.

IN WITNESS WHEREOF: the parties have caused this agreement to be executed by their Chief Executive Officers on the date and year written above.

ATTEST:

The County of _____

_____, Clerk
Board of Chosen Freeholders

_____, Director
Board of Chosen Freeholders

(Also provide CERTIFICATION by County Clerk and stamp)